

**ARIZONA  
GOVERNOR'S OFFICE  
OF  
HIGHWAY SAFETY**



**JANICE K. BREWER**

GOVERNOR  
STATE OF ARIZONA

**ALBERTO C. GUTIER**

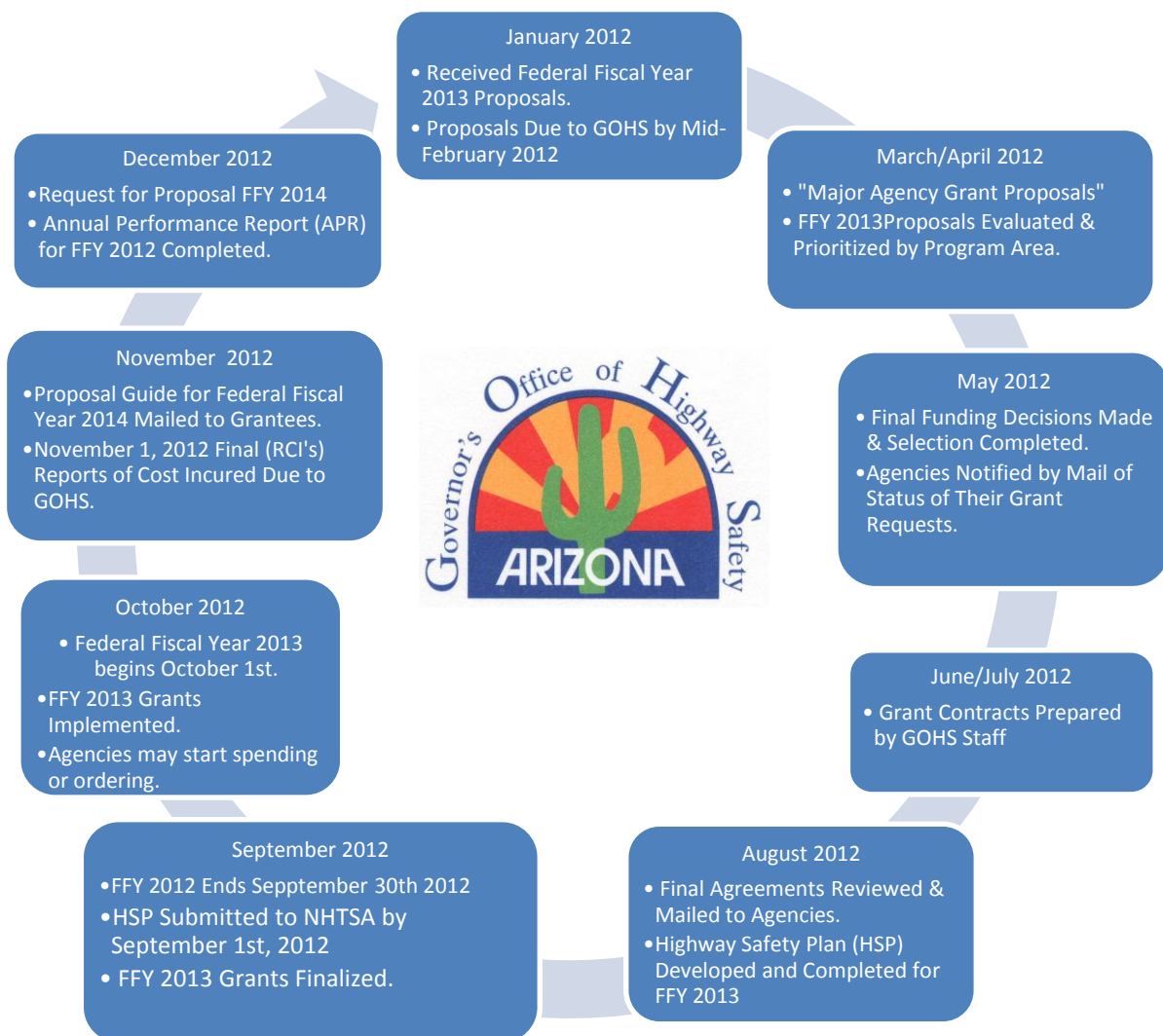
DIRECTOR and  
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

**PROJECT DIRECTOR'S  
MANUAL**

**Fiscal Year 2013**

Governor's Office of Highway Safety

# FEDERAL FISCAL YEAR 2013 GRANT CYCLE for 2014



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## **I. INTRODUCTION**

The project which is the subject of this Contract has been approved for funding under the Safe Accountable Flexible Efficient Transportation Equity Act (SAFETEA). Your agency project was selected for funding only after being subjected to problem identification and analysis procedures which determined that a highway safety problem exists that can reasonably be expected to be impacted favorably by the project described in the Contract.

This grant is not a "block grant" providing funds in advance for expenditures. This is a grant program which reimburses your agency for monies expended from its own resources to fund the project described in the Contract. Only after your agency has actually spent funds in accordance with the terms outlined in the Contract may a claim for reimbursement be made.

The entire Contract consists of the following:

- Face Sheet, which summarizes the Contract;
- The body of the Contract, which set forth the details of the Contract;
- This Project Director's Manual, which provides administrative guidance for the Project Director and Project Administrator (if applicable)

The Contract has been prepared on the basis of your agency proposal and/or negotiations with the Governor's Office of Highway Safety (GOHS) and has been reviewed and approved as to form by legal counsel. It is suggested that the Contract be reviewed by your agency legal counsel as well.

The following should have been accomplished upon receipt of this Project Director's Manual:

1. Your agency was provided with two (2) originals of the Contract. The signatures of the "Project Director" and the "Authorized Official" of your agency were required on both originals. Additionally, your agency fiscal staff was required to complete the "Reimbursement Instructions" page of the Contract.
2. Both signed and dated original Contracts were returned to GOHS. Upon the signature of the Governor's Highway Safety Representative, one (1) signed original Contract was returned to your agency for its files along with this Manual.
3. Your agency was not to incur any expenses against the Contract until:
  - a) After the **Effective Date** (i.e., date of signature by the Governor's Highway Safety Representative on the last page of the Contract); and
  - b) Your agency had received its fully executed original Contract with a letter of authorization to proceed with the project signed by the Governor's Highway Safety Representative.

**NOTE: EXPENDITURES INCURRED PRIOR TO THE EFFECTIVE  
DATE WILL NOT BE REIMBURSED.**

## **II. DEFINITIONS**

**National Highway Traffic Safety Administration (NHTSA)** - established by the Highway Safety Act of 1970, specifically directing the highway safety and consumer programs established by the National Traffic and Motor Vehicle Safety Act of 1966. NHTSA provides leadership to the motor vehicle and highway safety community through the development of innovative approaches to reducing motor vehicle crashes and injuries.

**Safe Accountable Flexible Efficient Transportation Equity Act (SAFETEA-LU)** - On August 10, 2005, the federal surface transportation act known as SAFETEA-LU was signed into law, authorizing \$286 billion in spending for the six-year period 2004-09 for numerous surface transportation programs, such as highways, transit, freight, safety and research.

**Governor's Office of Highway Safety (GOHS)** - The Arizona Governor's Office of Highway Safety (GOHS) is the focal point for highway safety issues in Arizona. GOHS is a cabinet agency that provides leadership by developing, promoting, and coordinating programs; influencing public and private policy; and increasing public awareness of highway safety.

**Contract** - an agreement between two or more persons or entity to do a particular thing, which is formally set forth in writing and enforceable by law.

**Agency** - Any organization entered in a contractual agreement which is authorized for funding with GOHS. Examples include, but are not limited to police departments, fire departments, hospitals, and nonprofit public awareness and educational organizations.

**Project Director** - Agency Head Administrator (Police/Fire Chief, Sheriff, Director) being the authorized signatory and fiduciary official of the agency.

**Project Administrator** - Agency representative responsible for assuring the contract requirements/obligations are met within the timeline established in the contract.

**Report of Costs Incurred (RCI)** - form utilized by agency to document expenditures incurred submitted to GOHS for reimbursement.

**Quarterly Report** - written narrative report completed and submitted by project administrator outlining agency's activity for a three month period in achieving the goals and objectives of the awarded contract.

**Final Statement of Accomplishments** - written narrative report completed at the conclusion of the contracted grant period. The final statement of accomplishment should include an overview of the previous year's activity, accomplishments, performance measures, and all expenditures and purchases.

### **III. FISCAL REQUIREMENTS**

Your agency is required to maintain or cause to be maintained all project cost records, including source documentation, as evidence of costs incurred against the Contract. It is the responsibility of the Project Director to ensure that: (1) an accounting system is in existence which conforms to generally accepted accounting principles; (2) procedures concerning expenditures and reimbursement requests are established; and (3) source documents are developed which will reliably account for the funds expended. Your agency may establish a special accounting system to gather, summarize, and control project expenditures and establish a clear audit trail.

**The Contract fiscal year begins on October 1st and ends on September 30th unless otherwise stated. To ensure reimbursement of expenditures, your agency must submit all financial, performance, and any other reports required as a condition of the Contract to GOHS no later than October 31th following the end of the Contract fiscal year.**

The Catalog of Federal Domestic Assistance (CFDA) provides a full listing of all Federal programs available to State and local governments (including the District of Columbia); federally-recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi- public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals. Programs administered by GOHS have the following assigned CFDA corresponding numbers:

- |                       |               |
|-----------------------|---------------|
| ➤ 402 funded programs | <b>20.600</b> |
| ➤ 410 funded programs | <b>20.601</b> |
| ➤ 408 funded programs | <b>20.610</b> |

#### **Supporting Records**

"Supporting Records" are the original or source records and documents which evidence the expenditures made and underline the accounting transactions from which reimbursement claims are prepared. Payroll records evidencing labor costs; purchase orders; receiving reports; invoices; evidence of vendor payment for purchases of capital equipment, supplies, and/or services; and similar records and documents represent "supporting records". These types of source documents are necessary to support claims for reimbursement and must be attached to the Reports of Costs Incurred (RCI).

#### **Records Retention**

Records of project expenditures are to be retained and made available at all times for a period of not less than six (6) years after final payment. Records must be retained beyond this date if audit findings have not been resolved. Audits of state and local claims must be performed using original documentation.

#### **Certification of Non-Duplication of Grant Fund Expenditures**

Your agency certifies that there are no ongoing or completed projects under contract with other

federal fund sources which duplicate or overlap any work contemplated or described in the Contract. It is agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by GOHS.

### **Single Audit Act**

If your agency has had an independent audit meeting the requirements of the Single Audit Act of 1984 (P.L. 98-502), please forward a copy to GOHS within thirty (30) days of the effective date of the Contract. If such an audit has not been performed, please advise GOHS when it is scheduled.

### **REIMBURSEMENT PROCEDURES**

#### **Report of Costs Incurred (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation on the required RCI form. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions in the GOHS e-Grants system. Failure to meet this requirement may be cause to terminate the project.

The preparer of the RCI must print his/her name, **sign**, date, list a telephone, fax number and e-mail address where he/she can be reached, and attach the proper supporting documentation (see below)

The RCI must be **signed** and dated by the Project Director or your agency Official authorized by the Project Director to certify and sign RCIs (this person's name is listed in the Contract on the "Reimbursement Instructions" page).

**If no funds have been expended during a particular time period for which you are submitting a Quarterly Narrative Report, a RCI should still be submitted.** Please do not submit duplicate RCIs or revisions of RCIs already submitted.

RCIs not properly completed and signed or which do not include supporting documentation will be returned to your agency. Do not use white-out on an RCI. All cost claims must be

substantiated with acceptable procurement and accounting documents accompanying the RCI. The following is a listing of acceptable supporting documentation:

<b>Document Type</b>	<b>Information/Items Reviewed</b>
Personnel Services & Employee Related Expenses (for Overtime Contracts)	Labor Distribution report, copies of time sheets; payroll journal reports; payroll taxes & insurance reports (where applicable to overtime). The report must have the names of the individuals, overtime hours, dollars, and ERE for each individual. If no report exist, an excel spreadsheet will suffice.
Professional & Outside Services; Materials & Supplies (PI&E); Capital Outlay/ Equipment; Other Expenses	Bid documents (i.e., Requests for Proposal, verbal and/or written quotes, awards); requisitions; purchase orders; receiving reports; invoices; copies of payment checks to vendors (proof of payment)
Travel In-State & Out-of-State	Travel expense claims; hotel receipts; airline travel itineraries & receipts; conference/workshop registration fee receipts; copies of credit card receipts/ bills and/or payment checks (proof of payment)

#### **IV. PROJECT REPORTING**

The contracted projects shall be administratively evaluated to ensure that the outlined performance goals and objectives have been met.

#### **QUARTERLY REPORT**

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned GOHS project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment
- Quarterly Enforcement Form
- Appropriate signatures

#### **Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>Quarterly Report</b> (October 1 to December 31)	January 15
<b>Quarterly Report</b> (January 1 to March 31)	April 15
<b>Quarterly Report</b> (April 1 to June 30)	July 15
<b>Quarterly Report</b> (July 1 to September 30)	October 31
<b>Final Statement of Accomplishment</b>	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

## **FINAL STATEMENT OF ACCOMPLISHMENTS**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

**NOTE: ALL QUARTERLY REPORTS AND FINAL STATEMENTS OF ACCOMPLISHMENT MUST BE SIGNED BY THE PROJECT DIRECTOR REGARDLESS OF WHO PREPARES THEM.**

## **PROJECT PERIOD**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

**Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.**

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

## **CONTRACT CHANGE ORDERS**

Changes in the Contract may be made no later than within **ninety (90) days** of the contract expiration date unless otherwise authorized by the GOHS Director. In order to obtain a change, a **letter signed by the Project Director** must be directed to the GOHS Director describing the change(s) requested and explaining how the change(s) will impact the goals of the project.

Modification of the budget is required when expenditures exceed a line item, even if the overall budget is not affected. The approval of the GOHS Director, the National Highway Traffic Safety Administration (NHTSA), and/or the Federal Highway Administration (FHWA) may be necessary if the scope of work is to be changed or the funding obligation modified. Upon approval, a Change Order will be executed by GOHS.

## **V. PROJECT MONITORING**

### **OVERVIEW**

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

### **NHTSA REGULATIONS**

The Federal regulations cited by NHTSA for the monitoring requirement is the Common Rule at 49 CFR Section 18.40. Office of Management and Budget (OMB) circulars and other U.S. DOT and NHTSA regulations contain provisions which pertain to monitoring requirements and may also be cited in a NHTSA Management Review. State Highway Safety Offices (SHSO) are responsible for managing the day-to-day operations of sub grant supported activities. States must monitor sub grant supported activities to assure compliance with applicable Federal requirements and to assure that performance goals are being achieved. Monitoring must cover each program, function or activity.

### **TYPES OF MONITORING**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

<b>Total Awarded Amount</b>		<b>Type of Monitoring</b>
Under \$50,000,00		Desk Review/Phone Conference
\$50,000-\$99,999.99		In-House GOHS Review
\$100,000+		On-Site
Capital Outlay \$25,000+ (combined)		On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.	
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.	
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.	

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Time sheets and overtime slips
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

## **DOCUMENTATION**

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

## **VI. SPECIFIC POLICE AGENCY REQUIREMENTS**

The GOHS **mandates** that all contracted police agencies participate in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to **“Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year.”**

And, in addition, it is the responsibility of the Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 1000 hours the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine’s Day, President’s Day, St. Patrick’s Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year’s details. Agencies are additionally required to provide sustained DUI statistical enforcement data to the on-line system at a minimum of a quarterly basis.

**PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being denied.**

**PRESS RELEASE:** Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor’s Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:** Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:** All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

## **VII. BUDGET CATEGORY REQUIREMENTS**

### **CAPITAL OUTLAY (EQUIPMENT)**

The **Agency** shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the **Agency** further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by GOHS or to transfer or otherwise dispose of such equipment as directed by GOHS.

No equipment shall be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS. The Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract.

The **Agency** shall incorporate any equipment purchased under this Contract into its inventory records. The **Agency** shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

**Administrative and Maintenance Costs:** The **Agency** shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the equipment.

**Decals:** The Governor's Office of Highway Safety shall provide the **Agency** with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

**Equipment Purchase:** The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

### **Original Purpose of Equipment:**

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

### **SPECIFIC REQUIREMENTS:**

**Requirements for Speed Detection Devices:** The successful vendor must certify that the speed detection devices purchased are on the IACP Consumer Products List and must meet, or exceed, NHTSA/IACP model specifications.

The **Agency** will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The **Agency** will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

**Requirements for Speed Monitoring Trailer Systems:** Speed monitoring trailers are portable, self-contained speed display units. This equipment may be used for enforcement, public information, education, data collection. The successful vendor must certify that the speed monitoring trailer purchased is on the IACP Consumer Products List and must meet, or exceed, NHTSA/IACP model specifications.

The **Agency** will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The **Agency** will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

**Requirements for In-Car Video Systems:** The successful vendor must certify that the in-car video system purchased is on the IACP Consumer Products List and must meet, or exceed, NHTSA/IACP model specifications.

The **Agency** will be responsible for providing all personnel the appropriate training for using the in-car video system purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The **Agency** will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

**Requirements for Preliminary Breath Testers (PBTs):** The successful vendor must certify that the devices purchased are on the NHTSA Conforming Products List and must meet, or exceed, NHTSA model specifications.

The **Agency** will be responsible for providing all personnel the appropriate training for using the PBT purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The **Agency** will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the agency and will be available upon request for review by GOHS.

**Requirements for Intoxilyzers (Evidentiary Breath Testing Instruments):** The successful vendor must certify that the devices purchased are on the NHTSA Conforming Products List and must meet, or exceed, NHTSA model specifications. In addition, the devices must be certified and approved by the Arizona Department of Public Safety per Arizona Administrative Code R9-14-403.

The **Agency** will be responsible for providing all personnel the appropriate training for using the Intoxilyzer breath testing equipment purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The **Agency** will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

Intoxilyzers will be operated, calibrated under the standard quality assurance procedures per the appropriate outlined procedures listed in the Arizona Administrative Code.

**Requirements for Marked Police Package Sedan:** Equipment included with the sedan, at a minimum, are emergency lights, siren, police radio, speed detection device, and in-car video system.

**Requirements for Unmarked Enforcement Vehicle:** Equipment included with the vehicle, at a minimum, are emergency lights, siren, police radio, speed detection device, and in-car video system. The make, model, and color of this vehicle will not be that which is associated with traditional enforcement vehicles.

**Requirements for Police Package Motorcycle:** Equipment included with the motorcycle, at a minimum, is emergency lights, siren, police radio, helmet with microphone, and speed detection device.

## **MAJOR EQUIPMENT**

The definition of “major” equipment is tangible, non-expendable property having a useful life of more than one (1) year and an acquisition cost of **\$5,000.00 or more per unit**.

The Police Department shall e-mail their assigned GOHS project coordinator, a high quality color photograph of the funded major equipment. The Police Department shall complete the attached **Capital Outlay Equipment** inventory form for all individual equipment purchases of \$5000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director and/or Deputy Director of the Governor’s Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

Property purchased with funds under the contract may only be utilized in meeting the project goals. Your agency may not convey, sell, salvage, transfer, or in any manner dispose of such property without written instructions as to disposition of the property from GOHS. Federal regulations require GOHS to conduct a biennial inventory of personnel, accounts, and property.

Property records will be maintained accurately and will include:

- A detailed description of the property, i.e., manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
- Color quality photographs of all equipment purchased;
- Source of the property including the Contract number;
- Whether title is in name of your agency or the Federal Government;
- Acquisition date (or date received, if the property was furnished by the Federal Government) and cost;
- Location, use, and condition of the property.
- It is agreed that the Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

**Requirements for Professional and Outside Services:** When your agency proposes to use a consultant to perform work included in an approved highway safety project, a contract will be initiated and submitted to GOHS for approval prior to execution by your agency. In submitting the proposed contract for approval, your agency will also transmit a statement in support of the proposed contract, showing the consultant's qualifications, the overall need for the work, the status of previous known work in the particular field, and a breakdown of the estimated cost of the work.

**Requirements for Public Information and Education Materials:** Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:** All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

**Travel/Training:** In State and Out of State travel claims will be reimbursed at rates provided by your agency regulations, provided that such regulations are as restrictive as those of the State of Arizona, and where they are less restrictive, ARS §38-624 will apply. **All Out of State travel must be approved in writing in advance by the GOHS Director.** For information on the State of Arizona travel regulations, please see the website: <http://www.gao.az.gov/travel>. If requesting reimbursement for travel to a conference, include brochure.

## **VIII. ADMINISTRATIVE INFORMATION**

### **Procurement**

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

1. Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met.
2. The Project Director will submit to GOHS a copy of the advertisement calling for bids and the equipment specifications. The advertisement must indicate that YOUR AGENCY reserves the right to reject all or any part of any bid to conform to YOUR AGENCY bidding requirements.
3. A copy of the list of bidders and bid prices indicating the preference and reason for selection will be retained by the Project Director in the Contract file. The Project Director will retain copies of all documentation, including newspaper advertisements, bid requests, bid responses, council or board actions, and letters of acceptance relative to the selection of equipment.
4. Minority Business Enterprise (MBE) requirements must be observed.
  1. The Arizona Procurement Code (ARS Title 41, Chapter 23) and the Arizona Procurement Code Rules and Regulations (ACRR Title 2, Chapter 7) are a part of this document as if fully set forth herein, and your agency agrees to fully comply with these requirements for any procurement using grant monies from the Contract.

### **RULES AND REGULATIONS**

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

### **Project Monitoring, Reports, and Inspections**

AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

### **Reimbursement of Eligible Expenses**

Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XXI herein, "Termination and Abandonment".

AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **Property Agreement**

AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### **Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

### **Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

### **Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

### **Work Products and Title to Commodities and Equipment**

The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

### **Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

### **Equal Opportunity**

Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

### **Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 99-4, *Non-Discrimination in Employment by Government Contractors and Subcontractors*..

### **Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

### **Minority Business Enterprises (MBE) Policy and Obligation**

Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

### **Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

### **Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

### **Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

### **Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

### **E-Verify**

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

### **Sudan and Iran**

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

### **Termination and Abandonment**

The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

### **Cancellation Statute**

This Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

### **Acceptance of Condition**

A grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

### **Compliance**

AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

### **Non-Duplication of Grant Funds Expenditure**

AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

### **Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Comptroller, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

### **Lobbying Restrictions**

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Agency will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.